It is generally held that laws which withdraw or restrict the taxing power of a county or city, to such an extent as to impair the obligation of its contracts made upon a pledge, expressly or impliedly given, that it shall be exercised for their fulfillment, are void. See *Von Hoffman* v. *City of Quincy* (1866), 4 Wall. 535; and *Padgett* v. *Post* (1901), 106 Fed. Rep. 600-03. The prohibition of the Constitution against the passage of laws impairing the obligation of contracts, applies to the contracts of the state, and to those of its agents under its authority, as well as to contracts between individuals. *Wolff* v. *New Orleans* (1880), 103 U. S. 358-67. Bona fide purchasers of negotiable municipal bonds issued according to law, are protected, even though the officers sold them without authority. *D'Esterre* v. *City of New York et al.* (1900), 104 Fed. Rep. 605. An argument in favor of the decision in the principal case is, whenever the only resource for the payment of the debts of the municipal corporation is the power of taxation existing at the time the debt was contracted, any law which withdraws or limits the taxing power and leaves no adequate means for the payment of such debts, is forbidden by the Constitution and is, therefore, null and void. See *Ralls County Court* v. *United States* (1881), 105 U. S. 733; *Port of Mobile* v. *Watson,* 116 U. S. 289; *Von Hoffman* v. *City of Quincy,* 4 Wall. 535, and *Wolff* v. *New Orleans,* 103 U. S. 358, cited above.

CONSTITUTIONAL LAW—SEARCH AND SEIZURE—DUE PROCESS OF LAW.—A statute provided that on complaint of any person who believes that intoxicating liquor is being sold or given away in violation of law, and on issuance of a warrant, a sheriff or constable is authorized to search the place described, and to seize all the intoxicating liquors found therein. Suit was brought by the plaintiff against the constable and others to recover the value of liquors seized under authority of above act. Defendant pleaded the statute in defense. *Held,* the statute is unconstitutional, as depriving one of property without due process of law, in that it contains no provision for the disposition of property seized, and a warrant issued thereunder to a constable is no defense to an action of trespass for the making of such a search and seizure. *Beavers* v. *Goodwin et al.* (1905),—Tex.—, 90 S. W. Rep. 930.

The act makes no provision for the disposition of liquors seized, nor does it allow the offender a hearing before a judicial tribunal. Otherwise, it might be competent under the police power of the state. It has been quite generally held, that if the property cannot be used except in violation of law, statutes authorizing its destruction are valid. See *Collins* v. *Lean,* 68 Cal. 284, 9 Pac. Rep. 173-175, with reference to lottery tickets; *Board of Police Commissioners* v. *Wagner* (1901), 93 Md. 182, 48 Atl. Rep. 455, 52 L. R. A. 775, allowing the seizure of slot machine. *Frost* v. *People* (1901), 193 Ill. 635, 61 N. E. Rep. 1054, regarding seizure of gambling apparatus. Such statutes are upheld on the theory that a thing which can be used only in violation of law, is not property in the sense that it is entitled to the protection of the law. But here, the property seized might have been subjected to a perfectly legitimate use and was, therefore, entitled to protection. Hence, its owner could not be deprived of it without due process of law, and its disposition should not be left to a ministerial officer. See COOLEY'S

CONST. LIM. (7th Ed.) page 431, and *Lowry* v. *Rainwater et al.* (1879), 70 Mo. 152. Also, *Sullivan* v. *City of Oneida* (1871), 61 Ill. 242, and *Darst et al.* v. *State of Illinois* (1869), 51 Ill. 286, holding that the power to destroy property could be exercised only by some judicial instrumentality. As was said by SPEER, J., in the principal case: "Due course of the law of the land may not always mean a trial by jury, but it at least does mean that the citizen's property shall not be taken from him permanently without notice, and the opportunity of being heard before a judicial tribunal." See *Daniels* v. *Homer*, — N. C. —, 51 S. E. Rep. 992, commented on 4 MICH. LAW REVIEW 294.

CONSTITUTIONAL LAW—SUNDAY LAW—OBLIGATORY ON HEBREWS.—Defendant, a Hebrew by race and a member of the Jewish church, was convicted of violating the Sunday law. *Held*, that the law was constitutional and that the defendant's religion and his observance of another day as the Sabbath were no defenses to the prosecution. *State* v. *Weiss* (1906), — Minn. —, 105 N. W. Rep. 1127.

That Sunday laws are valid is beyond dispute now. COOLEY, CONST. LIM. 859. They are usually upheld as police regulations which insure the moral and physical health of the community, yet the origin of the law is undoubtedly the Christian religion, and some judges unhesitatingly say so. *City* v. *Elliott*, 47 Mo. App. 418. The colonies, too, certainly intended to retain their Sunday laws when they adopted the Constitution with its clause forbidding the establishment by law of any religion. The Sunday laws, it would seem, could be sustained, in their religious character and as expressions of the dominant morality, in the face of the Constitution, just as the laws of blasphemy and Christian marriage are: they no more establish the Christian religion than these do. See interesting discussions in *City Council* v. *Benjamin*, 2 Strob. (S. C.) 508, 49 Am. Dec. 608 and note 616. And so although most courts uphold the laws even against Jews and Seventh Day Christians, on the ground that they are police regulations affecting all persons impartially, still where further questions were involved the real cause of the laws has been made the basis of decision. For instance, New York holds that if Jews are excepted by the law from its operation, the proviso would be invalid as a governmental recognition of a religion. *Anonymous*, 12 Abb. N. C. 455. But, on the other hand, Ohio holds that a Sunday law without an exception exempting Jews from obedience to it is invalid. *City* v. *Nist*, 9 Ohio St. 439. This last case is approved by the Indiana court. *Johns* v. *State*, 78 Ind. 332.

CONTRACTS TO MAKE A PARTICULAR DISPOSITION OF PROPERTY AT DEATH—SPECIFIC PERFORMANCE.—A contract between defendant and deceased provided that in consideration of care and support during life the latter's property should descend to the defendant. Upon the promissor's death, defendant took possession of the property, which consisted entirely of money and personalty. The administrator now sues to recover that money and personalty. *Held*, that he cannot recover. *Koslowski et ux.* v. *Newman et al.* (1905), — Neb. —, 105 N. W. Rep. 295.